

WARREN COUNTY BOARD OF SUPERVISORS

COMMITTEE: PUBLIC WORKS (AIRPORT, DPW AND WARREN COUNTY SEWER)

DATE: APRIL 29, 2008

COMMITTEE MEMBERS PRESENT:

SUPERVISORS BELDEN
BENTLEY
TESSIER
STEC
HASKELL
CHAMPAGNE
TAYLOR
GOODSPEED

COMMITTEE MEMBER ABSENT:

SUPERVISOR MERLINO

OTHERS PRESENT:

REPRESENTING THE FLOYD BENNETT MEMORIAL AIRPORT:

DON DEGRW, MANAGER

REPRESENTING DPW:

WILLIAM LAMY, SUPERINTENDENT

JEFFREY TENNYSON, DEPUTY SUPERINTENDENT OF
ENGINEERING

FREDERICK MONROE, CHAIRMAN

PAUL DUSEK, COUNTY ATTORNEY

HAL PAYNE, COMMISSIONER OF ADMINISTRATIVE & FISCAL
SERVICES

JOAN SADY, CLERK OF THE BOARD

JOANN MCKINSTRY, DEPUTY COMMISSIONER OF
ADMINISTRATIVE & FISCAL SERVICES

SUPERVISORS GERAGHTY

GIRARD

STRAINER

THOMAS

MICHAEL J. O'CONNOR ESQ., REPRESENTING D.A. COLLINS
AND PERKINS RECYCLING

TODD COCHRAN, D.A. COLLINS

ROBERT MANZ, D.A. COLLINS

THOMAS F. LONGE, D.A. COLLINS

JEFF DAVIS, PERKINS RECYCLING

RICH SCHERMERHORN, SCHERMERHORN ESTATE HOLDINGS

TOM RANDALL, *THE ADIRONDACK JOURNAL*

AMANDA ALLEN, SR. LEGISLATIVE OFFICE SPECIALIST

Mr. Belden called the meeting of the Public Works Committee to order at 9:46 a.m.

Motion was made by Mr. Bentley, seconded by Mr. Haskell and carried unanimously to approve the minutes from the April 1, 2008 Public Works Committee meeting, as well as the November 27, 2007 Warren County Sewer Committee meeting, subject to correction by the Clerk of the Board.

Privilege of the floor was extended to Don DeGraw, Airport Manager, who distributed copies of the Airport agenda to the Committee members. *A copy of the agenda is also on file with the minutes.*

Mr. DeGraw began the agenda review with Item 2a, which referred to the prospective t-hangar project as proposed by D.A. Collins Construction Co., Inc. He noted that the agenda included a letter of intent forwarded to the Board of Supervisors by Michael J. O'Connor Esq., who served as the legal representation for D.A. Collins in this matter. Mr. DeGraw advised that he had reviewed the proposed project plans, all of which seemed to be in accordance with the Minimum Standards of both the Airport and the FAA

(Federal Aviation Administration). He then introduced Mr. O'Connor Esq. and Todd Cochran, also of D.A. Collins Construction Co., Inc., who were present to provide updated details on the t-hangar project proposed.

Mr. Cochran distributed aerial photographs of the Airport which included an overlay indicating the size and placement of the t-hangers they proposed. *A copy of the photograph is on file with the minutes.* He explained that the building plans differed slightly from those distributed at the last Committee meeting, although the same location had been used. Mr. Cochran stated that the proposed t-hangar would consist of a building measuring approximately 50' x 180' and plans were included to move the existing parking area to the rear of the t-hangar. He added that the existing sand shelter would be demolished as part of their construction project.

Mr. Haskell asked if the County had any plans to build a new sand storage building at an alternate site and Mr. DeGraw replied in the negative. He explained that the current building was in a state of disrepair and he had been assured by his staff that they could operate without the shelter until a new one could be built. Mr. DeGraw advised that a new sand shelter was included in future plans for the Airport, and he hoped that it would be built within the next three to five years. Mr. Haskell asked if D.A. Collins would be demolishing and removing the existing sand shelter at their cost and Mr. Cochran replied affirmatively.

Mr. Belden asked Mr. DeGraw if he had any issue with the placement of the t-hangar and Mr. DeGraw replied in the negative. He added that the design and size of the t-hangar were appropriate for the Airport's layout and would not conflict with any of the other t-hangars projected; therefore, he said, the proposed construction would fit nicely.

Mr. Belden then asked if the County would be responsible for any costs related to this project and Mr. Cochran replied that D.A. Collins would provide all of the funding necessary to remove the existing building, construct their t-hangar and grade the property to re-situate the parking, as well as realign the Airport fencing to work with the new building. Mr. Cochran advised that the only assistance requested of the County would be for the paving of the parking area, as the County had done for the Schermerhorn t-hangars. Mr. Tessier stated that the County had only paved between the Schermerhorn hangars but had not paved their parking lot. Mr. Cochran advised that he felt this was a non-issue and that D.A. Collins could also accommodate the paving of the parking lot. William Lamy, Superintendent of Public Works, asked if the same amount of parking would be reconstructed at the rear of the new t-hangar as was currently available and Mr. Cochran replied affirmatively.

Mr. Lamy asked what the next step in the process to approve the project would be and Paul Dusek, County Attorney, replied that they would have to confirm that the t-hangar project plans were consistent with the Airport Master Plan on file with the Town of Queensbury, as required by law. He said that it was very important to be sure that the desired site was designated for t-hangar use on the Master Plan, and if not they would have to make changes to the Plan and file them with the Town of Queensbury prior to giving any permissions. Mr. Lamy replied that he had reviewed the Master Plan on file at the Airport and had found that this use was allowed; however, he said, he had not checked with the Town of Queensbury to be sure that their Plan was identical, but he would do so. Mr. Dusek stated that, presumably, the Master Plans should be the same and once this had been verified they would then authorize a SEQRA (State Environmental Quality Review Act) review, in which the County would be named as Lead Agency. He

advised that once the SEQRA review was completed the County would then require D.A. Collins to provide detailed project plans and financial statements for their approval.

Mr. Lamy asked who would be responsible for the SEQRA review and Mr. Dusek replied that although the County would serve as Lead Agency, D.A. Collins would be responsible for hiring an engineer for the SEQRA review because the property was being leased to them.

Mr. O'Connor Esq. advised that D.A. Collins had no issue with the process described by Mr. Dusek, or their part therein. He asked if the Committee would consider authorizing a resolution naming the County as Lead Agency at the present meeting, as there was a 30-day period before the SEQRA process could begin to allow for proper notification of the necessary parties regarding the project. Mr. Dusek advised that if the Committee desired to proceed in this manner they would have to approve a resolution naming the County as Lead Agency for the SEQRA review and set a public hearing on the matter at the soonest date available. He added that he had no objection to this action.

With regard to the financial aspects of the t-hangar project, Mr. O'Connor Esq. confirmed that D.A. Collins would be responsible for all of the costs to establish the t-hangars and they anticipated lease provisions similar to those used for the Schermerhorn hangars and incorporating the same rate of revenue to be paid to the County.

Mr. Tessier asked if the desired use of the proposed t-hangars had been disclosed in the project plans and Mr. DeGraw advised that it was his understanding that the building would be comprised of a four bay hangar for airplane storage and Mr. Cochran confirmed this. Mr. Tessier asked if only aircraft owned by D.A. Collins would be housed in the t-hangars and Mr. O'Connor Esq. replied affirmatively. Mr. Dusek stated that the lease provisions used for the Schermerhorn hangars were very strict as to how the property could be used and he intended to use the same verbiage for the D.A. Collins land lease if the plans were approved. He added that because the Schermerhorn lease provisions were determined during the prior year, he suggested that the Committee review the lease rates included to determine that they were adequate for the D.A. Collins lease.

Rich Schermerhorn, Schermerhorn Estate Holdings, apprised that it had actually been two years since the rate was determined for his land lease, which was \$.50 per square foot. He said that he would have no issue with the Committee setting a lower lease rate for D.A. Collins as in researching the lease rates charged at surrounding airports he had found the rate charged by the County to be high in comparison. Mr. Schermerhorn said that he was not requesting a decrease in his own lease rate, but noted that the average rate was in the area of \$.10 to \$.25 per square foot locally. He added that since D.A. Collins was also prepared to do all of the work at their own expense, as he had, contribution should be taken into consideration when setting the lease rate. In addition, Mr. Schermerhorn noted, the D.A. Collins operation was likely to raise far less revenue than his own had the potential to generate in the future.

Motion was made by Mr. Taylor, seconded by Mr. Haskell and carried unanimously to name the County as the Lead Agency for the SEQRA review relating to the D.A. Collins t-hangar proposal and to set a public hearing on the matter at the soonest possible date, and the necessary resolution was authorized for the May 16th Board meeting.

Resuming the agenda review, Mr. DeGraw announced that Item 2b referred to re-application for New York State grant funding. He reminded the Committee that during their prior meeting they had discussed a previous grant application for \$600,000 in funding to be used for construction of t-hangars. Since the County would have no need for this construction due to private interest, Mr. DeGraw said that they had re-applied for the grant funding to be used for the addition of a new common use taxi lane. He added that this notation had been made for the Committee's information only and required no action.

Mr. DeGraw advised that Agenda Item 3 included a request for a new contract with C & S Engineers, authorizing them to take action as needed to seek FAA grant funds for reimbursement of the \$57,500 in County dollars spent to acquire an aviation easement over the Tra-Tom parcel. Mr. Lamy explained that a specific process was required to seek reimbursement from the FAA, documentation of which was included in the agenda, for which C & S Engineers would charge a fee of \$6,600.

Mr. Belden asked if the funding necessary to support the contract with C & S Engineers was available within the existing Airport Budget and Mr. Lamy replied affirmatively, adding that they would prepare the appropriate requests for transfer of funds, if necessary.

Motion was made by Mr. Tessier, seconded by Mr. Bentley and carried unanimously to approve the request for a new contract with C & S Engineers as outlined above and the necessary resolution was authorized for the May 16th Board meeting. *A copy of the request is on file with the minutes.*

Agenda Item 4, Mr. DeGraw explained, referred to a request for another new contract with C & S Engineers to perform an updated Obstruction Analysis to identify penetrations of protected airspace. He said that this was a critical study because currently, three of their four runway approaches had trees obstructing them and the FAA was requiring that they be removed; otherwise, they would be required to relocate the runway thresholds, reducing the current runway lengths to less than 5,000 ft. Mr. DeGraw cautioned that a runway length of anything less than 5,000 ft. would deter jet operations at the Airport. He added that the obstructions identified in the 2002 Analysis had not been removed and had since grown larger; therefore, he said, the FAA had refused to sign the Airport Master Plan. Mr. DeGraw apprised that in a telephone conversation with FAA representatives he had been advised that the FAA would allow for an updated Obstruction Analysis to be performed and subsequent plans for the removal of such obstructions to be submitted for inclusion in the Airport Master Plan.

Mr. Schermerhorn stated that it was very important for the County to maintain a 5,000 ft. runway as he currently had four full-time jets based at the Airport, two of which were private jets that would not be able to maintain their home at the Warren County Airport if the runway was shortened. He said that many large companies in the local area used the Airport for their travel and he estimated that 70% of these aircraft would no longer be able to use the Airport if the runway length were reduced. Mr. Schermerhorn acknowledged that this had been a very controversial issue among residents surrounding the Airport in the past; however, he said, a lot of people, including himself, would be hurt by the lack of business coming through the Airport if the larger jets could no longer land there.

Mr. Tessier expressed his opinion that it was time for the obstruction issues to be addressed as they had been delayed for too long. He added that they should look at extending the runway, rather than shortening it.

Mr. Champagne stated that any measures taken to move forward with the Obstruction Analysis should include discussion with surrounding residents to be sure that their concerns were addressed and the reasons for the necessity of the tree removal explained. Mr. DeGraw apprised that the Obstruction Analysis would identify the absolute minimum number of trees that would have to be removed in order to clear any penetration of protected airspace without reduction to the runway.

Mr. Haskell noted that the Resolution Request Form specified the termination date of the contract as being "when grant is closed" and he asked if grant funding was going to be used to pay for the costs of the contract. Mr. DeGraw replied that a \$95,000 grant had already been promised; however, submission of a grant application was necessary to access the funding. He explained that the request was for permission to submit a grant application to FAA/NYS DOT (New York State Department of Transportation) and subsequently authorize a new contract with C & S Engineers for the Obstruction Analysis upon receipt of the grant funding.

Motion was made by Mr. Tessier, seconded by Mr. Champagne and carried unanimously to approve the submission of a grant application to FAA/NYS DOT for \$95,000 in funding to support an Obstruction Analysis and the necessary resolution was authorized for the May 16th Board meeting. *A copy of the request is on file with the minutes. (Note: Subsequent to the meeting, Mr. DeGraw was advised that a capital project for the Obstruction Analysis would need to be established. The necessary documentation was provided and referred to the Finance Committee.)*

Motion was made by Mr. Tessier, seconded by Mr. Champagne and carried unanimously to approve the request for a new contract with C & S Engineers to perform an Obstruction Analysis, pending receipt of grant funding from FAA/NYS DOT and the necessary resolution was authorized for the May 16th Board meeting. *A copy of the request is on file with the minutes.*

Resuming his review, Mr. DeGraw advised that Agenda Item 5 referred to a request for a new contract with Adirondack Pavement Coatings, Inc. for asphalt seal coating and re-striping at the Airport, at a cost not to exceed \$5,500. He noted that quotations had been sought for this work and the offer received from Adirondack Pavement Coatings, Inc. had been the lowest received.

Mr. Belden asked if this work was necessary and Mr. Lamy replied affirmatively.

Motion was made by Mr. Tessier, seconded by Mr. Goodspeed and carried unanimously to approve the request for a new contract with Adirondack Pavement Coatings, Inc. for asphalt seal coating and re-striping at the Airport for the term commencing May 16, 2008 and terminating December 31, 2008 at a cost not to exceed \$5,500, and the necessary resolution was authorized for the May 16th Board meeting. *A copy of the request is on file with the minutes.*

Continuing to Agenda Item 6, Mr. DeGraw alerted the Committee to a letter received from Congresswoman Kirsten Gillibrand which noted that she had submitted a grant application for \$750,000 in funding to be used at the Airport on the County's behalf. He said that although there was no guarantee that the funding would be granted, he was appreciative of Congresswoman Gillibrand's attention to the Airport.

Mr. DeGraw apprised that Agenda Item 7 consisted of an update on the two ongoing construction projects

at the Airport. He advised that the Runway 1 Safety Area Project was about 25% complete and had been moving along quickly due to the conducive weather conditions as of late. Mr. DeGraw stated that the construction crews were now working during the day and would continue to do so until approximately the middle of June, when they would switch to night work which would continue through the completion of the Project.

Mr. DeGraw stated that the second project was the Runway 12 Rehabilitation Project, on which construction would begin shortly. He explained that this was basically a re-paving project of the shorter runway and would begin on June 2nd and end before September 1st.

Mr. Belden asked if the paving of Runway 12 would be done by the County's paving crew and Mr. DeGraw replied in the negative, advising that this job had been subcontracted to a private company.

Moving to Agenda Item 8, which consisted of an update and discussion on the placement of the Fire Training Center on Airport property, Mr. Lamy reminded the Committee that during their previous meeting they had discussed this issue and the need to re-designate the desired property for use of the Fire Training Center. He apprised that since their last meeting he and Mr. DeGraw had spoken with a number of people in the aviation industry, none of whom would confirm that it was a good idea to place the Fire Training Center on the center line of the main runway, nor were they able to find anyone who would say that it was unacceptable to do so. Mr. Lamy stated that Mr. DeGraw and Trish Nenninger, Second Assistant County Attorney, had a considerable dialogue with the FAA in an attempt to move the project along and he asked Mr. DeGraw to update the Committee as to his findings.

Mr. DeGraw advised that from their discussions he and Ms. Nenninger had derived three possible options in response to requests to place the Fire Training Center at the Airport, which he outlined as follows:

1. Recommend that the Facility not be placed on Airport property. Although this would put a stop to the Fire Training Center project at this site, it would allow for the maximum expansion of the runway in the future and would eliminate any possible obstruction issues that might arise from smoke produced at the Training Center.
2. Retain the property's Airport designation and authorize a lease of the property for the Fire Training Center. This would allow the Airport to retain control of the property while generating income.
3. Petition the FAA to release the Airport designation from the property for transfer to the County. After talking with Washington County representatives, this was the option they desired as they wanted some documentation of their control over the property in connection with Warren County. Although there was no guarantee that the FAA would approve a release of the designation, it was likely that they would do so given the proposed use of the property and the approval of the Airport Committee.

Mr. DeGraw stated that at this point there was no reason not to place the Fire Training Center at the Airport, other than that it might impede the future growth of the Airport.

Mr. Stec asked if any limitations had been found that would prevent the Fire Training Center from being placed at the Airport. Mr. Lamy replied that thus far they had been unable to gain a commitment from the

FAA that they would release the Airport designation of the property, which was necessary to place the Training Center. He added that until written documentation was received from the FAA confirming the release of the designation, the project could not be authorized for this location.

When asked what option was best for the County, Mr. Dusek replied that re-designation of the property would allow for the most flexibility in the County's decision making process. However, Mr. Dusek noted, the FAA would not make a determination until a documented plan for the Fire Training Center was submitted to them for their approval, which would require engineering assistance. He said that while Mr. DeGraw had stated that it was his opinion that the Fire Training Center would not affect the glide path of the Airport, the Committee should consider whether they would want to expand the runway in the future, prior to making a final decision.

When asked how a 1,000 ft. runway extension would affect the operation of the Airport, Mr. DeGraw advised that the extension would drastically increase the ability for jets to land in any type of weather, as well as for them to leave with more fuel. He said that this was the desire for the future as they wanted the incoming planes to land empty and be able to purchase their fuel from the Airport. Mr. DeGraw said that pilots would take this ability into consideration when determining where to land.

Pursuant to extensive discussion on the matter, it was the consensus of the Committee that a joint meeting of the Public Works and Public Safety Committees should be scheduled to discuss the issues surrounding the location of the Fire Training Center further, prior to making any determination on its placement.

Mr. Schermerhorn addressed the Committee, advising that the County should make every effort to protect the Airport and the ability for expansion. He pointed out that Saratoga County Airport could never expand further than its current size due to surrounding constraints. Mr. Schermerhorn reminded the Committee of the possibility of a large company moving to the Saratoga area and the potential for a resulting increase in air traffic which might not be conducive to the Saratoga County Airport. It was likely that some of this air traffic would be directed to the Warren County Airport, he added. Mr. Schermerhorn said that although he felt the Fire Training Center was important, it might be prudent to consider an alternate location for its placement.

Returning to the agenda review, Mr. Lamy advised that Item 9 included an update on the land clearing at the Airport. He reminded the Committee that a special meeting had been held at the Airport to review the necessary brush clearing, during which he had been asked to investigate the option of leasing equipment, as well as any available lease-buy options. Mr. Lamy apprised that he had contacted the company they had originally intended to purchase the forestry mower from and had found that this unit was not available for lease. However, he noted, they were willing to lease a smaller machine to the County at a cost of \$7,500 per month for a 40 hour work week, not to exceed 160 work hours per month, which could be leased until the land clearing was completed.

Mr. Lamy stated that the larger forestry mower, which he recommended, had a greater capacity and cooling system and could remove trees up to six inches in diameter, clearing approximately two acres per day. He advised that the smaller machine had a smaller engine and would not cut anything larger than three to four inches in diameter and would clear approximately one acre per day. Regarding the lease/purchase option, Mr. Lamy stated that a 2004 model of the smaller machine, which had already been used for 400 working

hours, was available at a total cost in the area of \$75,000. He noted that if they were to lease this machine and decided to purchase it after one month, the company would apply the lease fees to the purchase price. The down side of this, Mr. Lamy stated, was that a bid process would have to be done and they would have to account for depreciation of the machine as it would have been used for additional work hours prior to its purchase. He advised that he would proceed in whatever manner the Committee determined best, as something had to be done to address the land clearing issues at the Airport.

Mr. Haskell commented that after reviewing the specifications of the smaller land clearing machine he did not think that it would be sufficient to perform the work necessary. He added that he was in favor of the purchase of the larger forestry mower but would not object to leasing the smaller machine for one month to test its limitations.

Mr. Champagne asked how much land required clearing and Mr. Lamy replied that 110 acres had to be maintained; therefore, he said, by using the smaller machine it would take one employee 110 days to get the necessary work done.

Mr. Haskell pointed out that the larger machine had a lower per square inch impact on the ground, which was very important because a considerable amount of the property requiring attention was wet and the smaller machine might get stuck.

Mr. Stec stated that during the tour of the Airport during the special Committee meeting he had seen several trees requiring removal that were larger than six inches in diameter and he asked how they planned to remove these. Mr. Lamy replied that they intended to hand harvest these trees; however, he noted, this work had not yet started. Mr. DeGraw added that their plan was to remove all of the smaller surrounding brush prior to cutting down the larger trees that could not be harvested with the forestry mower.

Mr. Goodspeed advised that ORDA (Olympic Regional Development Authority) had partially cut the Burnt Ridge Trail System at Gore Mountain, and planned to complete the work during the summer of 2008. He suggested that there might be an opportunity for some sort of shared services agreement between the County and ORDA as they obviously used the same sort of land clearing equipment for the Burnt Ridge Project. By making this agreement they might be able to use a larger machine for the initial clearing and keep up with the work annually through the use of a smaller machine, Mr. Goodspeed noted. Mr. Lamy replied that although this might be worth looking into, ORDA was removing smaller trees than those that required clearing at the Airport and they would be using the machinery over the summer, at the same time the County would require its use. Mr. Champagne agreed with Mr. Goodspeed's suggestion and added that if ORDA was not agreeable to this arrangement, there must be another surrounding County facing the same type of issues that had this machinery available to them and he felt that a shared services agreement might be reached with them.

Mr. Lamy stated that as per his economic analysis, which was distributed at a prior Committee meeting, the most cost effective option for the land clearing was to purchase the larger forestry mower to do the job; unfortunately, this also meant the largest up front cost to the County. He advised that if the Committee desired a less efficient and more expensive option which would require lower initial cost to the County, hand harvesting or leasing the smaller machinery were available options.

Discussion ensued with respect to land clearing at the Airport.

Motion was made by Mr. Goodspeed, seconded by Mr. Champagne and carried unanimously to authorize Mr. Lamy to purchase the larger forestry mower if a shared services agreement could not be reached within one week for use of a similar machine. *(Note: After exhausting all options Mr. Lamy was unable to secure an inter-municipal agreement as directed and therefore was authorized to proceed with the purchase of the forestry mower. The request to reject the low bidder and accept the bid from L.C. Whitford for the purchase of a forestry mower was authorized for the May 16th Board meeting.)*

Mr. DeGraw advised that Agenda Item 10 referred to the upcoming FBO (Fixed Base Operator) contract expiration. He explained that he had drafted an RFP (Request for Proposal) for the FBO contract, which the County Attorney's Office was currently reviewing. Mr. DeGraw said that he hoped to present the RFP at the next Committee meeting.

Concluding the agenda review, Mr. DeGraw proceeded with a review of the items pending from prior Committee meetings, which he detailed as follows:

1. No update was given on the validity of an easement on the Chartrand parcel;
2. Mr. DeGraw advised that at the previous special meeting the Committee had decided not to lease the old maintenance hanger and had instead determined that it would be used for equipment storage and possibly as a seasonal wash bay for aircraft;
3. No update was given on the development of a concrete washpad to comply with SWPPP (Stormwater Pollution Prevention Plan);
4. This item pertained to the expiring FBO contract which was previously discussed;
5. No update was given on the use of Airport property for monthly car club meetings;
6. No update was given on the replacement of Marshall Stevens on the NYSAC Public Safety Committee;
7. This item pertained to the Fire Training Center which was previously discussed.

Hal Payne, Commissioner of Administrative & Fiscal Services, advised that since the Committee had determined that the Adirondack Balloon Festival Sunday evening launch would not be held at the Airport they had received several calls regarding the matter. He said that the group organizing the Festival had agreed to move the Sunday afternoon launch to either ACC (Adirondack Community College) or to Crandall Park. Mr. Lamy stated that this would mean that DPW staff would be necessary for the balloon launches scheduled for Friday evening through Sunday morning.

Mr. Haskell asked if monies had been included in the Budget to cover staffing costs for the Balloon Festival and Mr. Lamy replied in the negative, noting that sufficient overtime funding had not been included in the Airport Budget for this event. Mr. Haskell then asked why occupancy tax funds could not be used to support the costs incurred by the Adirondack Balloon Festival, rather than taking funds from the Budget, as the event drew tourism to the area and Mr. Dusek replied that occupancy tax funding could not be used to pay for County salaries. When asked if services could be contracted out to avoid reducing the County Budget, Mr. Dusek replied that if the responsibilities were relayed to the organizers of the Adirondack Balloon Festival the County could feasibly reimburse the costs to them from occupancy tax funds.

Mr. Payne advised that if the Sunday night balloon launch had been held at the Airport, the Adirondack Balloon Festival sponsors would have been willing to fund the \$4,700 needed for the costs of the portable restrooms. Since the Sunday night launch would be held elsewhere, they were not willing to fund those costs, he noted.

Mr. Tessier stated that the \$4,700 contribution would not have been sufficient to fund the overtime costs incurred for the Sunday evening launch. He suggested that the County consider charging a minimal fee for parking at the Airport during the Balloon Festival to assist in funding the overtime costs incurred. Mr. Tessier added that he did not feel this would deter any attendance at the Balloon Festival.

As there was no further Airport business to present, privilege of the floor was extended to Mr. Lamy as the Committee entered into the DPW portion of the Public Works Committee meeting. Mr. Lamy distributed copies of the DPW agenda to the Committee, a copy of which is on file with the minutes.

Mr. Lamy began by re-introducing Mr. O'Connor Esq., who wished to address the Committee on behalf of his client Perkins Recycling regarding their lease of County owned property. Mr. O'Connor Esq. reminded the Committee that Perkins Recycling had been a long time tenant of the Ciba-Geigy property for which they paid approximately \$96,000 annually in rental fees. He stated that although their lease agreement very clearly stated that the County had no legal obligation to make repairs to equipment included with the property, they were seeking financial assistance for the purchase of a new truck scale because the current scale was in disrepair due to normal wear and tear. Mr. O'Connor Esq. apprised that Perkins Recycling had proposed a cost sharing arrangement to evenly split the costs of a new scale between themselves and the County with the understanding that they would remain a long term lessee of the property to insure their investment and would relinquish the scale to the County in the event that they decided to leave the site. He added that Perkins Recycling had been a good steward of the building located on the Ciba-Geigy property over the years and had made considerable repairs to it at their own cost with no County contribution. Mr. O'Connor Esq. advised that a price of \$42,000 was approximated for the purchase and installation of a new scale which Perkins Recycling proposed to be split evenly with the County. He advised that because the scale was imperative to their business proceedings, the alternative would be for Perkins Recycling to remove the existing scale and replace it with a new one at their cost; however, he said, if his client paid for the entire purchase they would take the scale if they moved to an alternate site, leaving the property with no means of weighing vehicles.

Mr. Haskell stated that although he was not disagreeable to the cost sharing proposal, there simply was not funding available within the budget to assist in the purchase of a new truck scale due to the current economic climate.

Mr. Champagne asked if the lease for the Ciba-Geigy property was based on a one-year term and Mr. Dusek replied in the negative. He explained that the current lease expired in 2011 and included a "right to cancel" clause that allowed for the lease to be terminated with six months notice by either party. Mr. Champagne stated that as he recalled, the price included in the lease was a considerable bargain in light of the fact that the property included the machinery to support the business and was zoned for industrial use, which was increasingly rare in the State of New York. He advised that he would be very reluctant to contribute County funds to the purchase of the scale because of the clause which would allow Perkins Recycling to vacate the property with short notice, leaving the scale unused. Mr. O'Connor Esq. replied that Perkins Recycling

would give the County a written guarantee mandating that they remain at the property until such time that the County's contribution to the purchase of the scale was met.

Mr. Bentley suggested that in light of the County's current financial standing, they might consider reducing the lease price by \$1,000 per month until the County's contribution to the purchase was met. Mr. O'Connor Esq. said that his client would have no objection to this and added that they would even be agreeable to the reduction taking place in 2009 so as not to affect the existing 2008 Budget. Mr. O'Connor Esq. advised that, contrary to Mr. Champagne's statement, a considerable amount was paid for the lease costs at \$96,000 per year, which would be a substantial mortgage payment if Perkins Recycling decided to purchase property and set up their operation elsewhere. He added that his client was also interested in securing a lease term longer than the five years offered, so that in the event that another large purchase had to be made they would be secure in the notion that they would be residing at the site long enough to substantiate the costs. Mr. O'Connor Esq. suggested that the Committee might also consider removing the six month "right to cancel" clause from the lease to increase Perkins Recycling's feeling of security.

Mr. Lamy asked if the current scale was operable and Mr. O'Connor Esq. replied that although they were somewhat usable, the Department of Weights and Measures would not certify the scale because it would not pass their inspection. He added that due to its disrepair, the scale was becoming increasingly unsafe and required replacement.

Discussion ensued with respect to the matter.

Mr. Tessier advised that he had recently visited the Ciba-Geigy property and had found that there were many vehicles on the property which did not belong to Perkins Recycling. Jeff Davis, of Perkins Recycling, advised that these were not vehicles owned by his company. Mr. Goodspeed suggested that they might be able to charge any unauthorized parties for their use of the property and those funds could be used to cover half of the costs of the scale.

It was the consensus of the Committee that Mr. Lamy should determine what entities were authorized to use the Ciba-Geigy property for presentation at the next Committee meeting, at which point a decision would be made on the County's ability to provide half of the funding for the purchase of a new scale.

Proceeding to the agenda review, Mr. Lamy advised that beginning on page six he had included four personnel requests which he outlined as follows:

1. Highway Construction Supervisor II #3, base salary \$35,587, vacant due to retirement of Employee No. 280 effective May 31, 2008;
2. Heavy Equipment Operator, base salary \$28,697, vacant due to promotion;
3. MEO-Medium, base salary \$27,559, vacant due to promotion;
4. MEO-Light, base salary \$25,032, vacant due to promotion.

Mr. Stec asked what would happen if the Highway Construction Supervisor position was not filled and Mr. Lamy replied that he would be forced to either delete a crew or instruct the Heavy Equipment Operator to assume the responsibilities of the Highway Construction Supervisor, who would then be working out of title. Mr. Stec asked how many DPW crews there were currently and how many employees were assigned to each. Mr. Lamy replied that there were five crews consisting of one paving crew; one crew assigned to work in the

Town of Queensbury; two crews based at the Warrensburg Shop that serviced the central part of the County and one crew based in North Creek to service the northern portion of the County. Mr. Lamy apprised that the number of employees per crew varied but averaged eight employees per crew.

Motion was made by Mr. Haskell, seconded by Mr. Tessier and carried unanimously to approve the four requests to fill vacant positions as previously referenced and refer same to the Personnel Committee. *Copies of the Notices of Intent to Fill Vacant Positions are on file with the minutes.*

Mr. Lamy directed the Committee to page six of the agenda which reflected a request to restate the source of funding for the \$500,000 Local Share of the \$2 million Federal Grant funds received for the Rail Station Project. He reminded the Committee that Resolution No. 759 of 2002 had previously authorized \$71,000 of the Local Share to come from the General Fund and for the remaining \$429,000 to be obtained by the issuance of a BAN (Bond Anticipation Note). Mr. Lamy noted that, as discussed in their prior meeting, funds in the amount of \$204,400 had been previously allocated for the prospective purchase of railroad tracks in the northern portion of the County from National Lead Railroad (NLR). He said that because it seemed unlikely that NLR was willing to section that portion of their railway for sale to the County and in light of the fact that Warren County was not willing to purchase their entire line, it had been suggested that the allocated funds be returned to the General Fund and designated to the Rail Station Project to reduce the BAN amount to \$224,600.

Mr. Goodspeed stated that during their prior meeting he had been directed to contact Barton Mines to determine their interest in sharing in the costs of the purchase of the rail line stretching from North Creek to the Warren County border from NLR. He apprised that he had sent a letter to Barton Mines regarding the purchase from NLR and had met briefly with their President to discuss the matter and had learned that they found the purchase very attractive based on the fact that Barton Mines was currently involved in researching two major projects, one of which was an energy based product and the other a manufacturing project. However, Mr. Goodspeed stated, the problem was that NLR had stated that they were unwilling to divide their railway to sell only the portion desired by Warren County because they preferred to sell the entire line in one transaction. Mr. Goodspeed said that while he was not uncomfortable with re-appropriating the funds set aside for the purchase of railroad from NLR, he wanted the Committee to be very aware that there was the potential for a tremendous business opportunity for the County through the purchase of additional rail line if developments at Barton Mines progressed in the direction being researched.

Mr. Dusek advised that if the funds appropriated for the purchase of the railroad were removed they would also have to rescind the previous resolution which authorized a standing offer to NLR for the purchase of the desired portion of railroad. Mr. Goodspeed stated his preference to leave both the funding and resolution for the potential purchase in place due to the significance of the prospective business opportunities in connection with Barton Mines. He added that although Barton Mines had not publicly announced the source of their business research, both possibilities were very significant and would lead to the addition of considerable economic development and job opportunities, as well as a possible business opportunity for the County.

Mr. Belden asked if Barton Mines would be willing to contribute to the costs of the railroad and Mr. Goodspeed replied that based on his conversations with them, it was his opinion that Barton Mines would willingly contribute to the purchase of the tracks from North Creek to the Warren County border. However,

he added, the problem was that the negotiation posture of NLR had continually been to sell their entire rail line as one purchase and they had declined to sell just the section desired by Warren County.

Speaking as the Budget Officer, Mr. Geraghty stated that because the purchase of the additional tracks extending to the northern Warren County border would be conducive to freight traffic from Barton Mines and in light of the considerable revenue that could be generated from such traffic, it would be wise for the County to delay any action to negate a possible purchase from NLR. He suggested that the resolution and appropriated funds remain in place for at least one year to see what opportunities might surface in that time.

Subsequent to discussion on the matter, it was the consensus of the Committee that the County should maintain the resolution and funding in place to support the possible purchase of railroad tracks from NLR.

Motion was made by Mr. Goodspeed, seconded by Mr. Tessier and carried unanimously to authorize a BAN in the amount of \$429,000 to fund the balance of the Local Share of the \$2 million Federal grant funding received, and refer same to the Finance Committee. *A copy of the request is on file with the minutes.*

Resuming the agenda review, Mr. Lamy advised that page seven included a request to amend Resolution No. 64 of 2008 to indicate revised amounts for the purchase of various equipment, furnishings and motor vehicles included in the DPW equipment bond. He explained that subsequent to the adoption of Resolution No. 64 of 2008 it was determined that the various categories included within it needed to be revised. Mr. Lamy advised that beginning on page eight he had included a copy of Resolution No. 64 of 2008 which had been marked to reflect a more accurate estimate of the correct dollar values for each category, as well as the costs of a tandem truck that had been inadvertently omitted from the original listing due to a mathematical error. He noted that regardless of the changes, the equipment total was still less than the \$2.5 million that had been presented during the fall of 2007. *(Note: Mr. Lamy was advised that the bond amount could not be increased by \$170,000 to include the tandem truck that was omitted from the equipment list.)*

Mr. Payne pointed out that some of the equipment being purchased had actually cost less than anticipated for the equipment bond. Mr. Lamy replied that while some items were being purchased for less than the amounts included in the anticipated equipment budget, there were others that were more than they had expected. He said that while he would not purchase any equipment other than what had been approved for the equipment bond, he requested that he be allowed to maintain the flexibility to make the purchases and address any cost savings at the end of the process. Mr. Lamy stated that if adjustments were made currently, they might experience issues with those items whose costs were underestimated and realize a deficit before the purchases were completed.

Motion was made by Mr. Bentley, seconded by Mr. Goodspeed and carried unanimously to approve the request to amend Resolution No. 64 of 2008 as outlined above and the necessary resolution was authorized for the May 16th Board meeting. *A copy of the request is on file with the minutes.*

Mr. Lamy stated that he had received requests from some Supervisors asking that he clarify equipment purchases made by DPW pursuant to a recent article published stating that the DPW had purchased vehicles with leather interiors. He advised that this was untrue and, furthermore, since he began his employment with the County in 1996 he had never seen such a vehicle. Mr. Lamy said that they had been ordering vehicles from State contract, some of which did have vinyl interiors which might have been mistaken for

leather if viewed from outside the vehicle. He assured the Committee that this was a misunderstanding and that no such vehicles were being purchased by the DPW.

Mr. Lamy directed the Committee to page 10 of the agenda which included a letter from NYSDOT (New York State Department of Transportation) regarding CHIPS (Consolidated Highway Improvement Program) funding. He advised that initially NYSDOT had indicated that \$1,202,905.45 in CHIPS funding would be received for 2008 and the letter included advised that \$1,380,983.22 was being granted, an increase of \$178,077.77.

Mr. Belden stated that unfortunately this increase would not ensure that any more work could be done, but would instead most likely be used to cover increasing gasoline and material costs. Mr. Lamy agreed with Mr. Belden's statement and he added that when completing the road projects scheduled for 2008 they would have to go as far as possible with the funds budgeted for each project then return to the Committee for additional funds to complete them, or the projects would have to be finished in the subsequent year. He noted that the good news was that additional funds had been allotted by the State.

Projected costs for paving services performed by the County for Towns and other entities were included on page 11, Mr. Lamy advised. He explained that he had used the figures approved in 2007, including labor, fringe benefits and overtime, along with projected fuel costs to determine these figures. Mr. Belden asked if the costs for hauling materials to the job sites was included in these rates and Mr. Lamy replied in the negative.

Mr. Geraghty asked what the workday length for the DPW crews would be for the summer months and Mr. Lamy replied that they would use the same schedule that had been implemented in 2007 with the maintenance crews working eight hour days and the paving crews working 10 hour days with authorized overtime. Mr. Lamy stated that this method was easier to administer and was financially equivalent to the costs that would be incurred through a scheduled eight hour day with necessary overtime. Mr. Geraghty stated that due to Budget constraints Mr. Lamy should monitor and reduce overtime at every opportunity.

Mr. Champagne commented that a considerable amount of work time and money were wasted by moving from job to job to appease all of the Towns. He stated that they should consider extending the jobs in each Town to cover the work necessary, elongating the amount of time before the County paving crew would have to return to that Town for more paving work and shorten the amount of time spent traveling and moving machinery to each location. Mr. Belden replied that this was not possible because residents would be very unhappy when roads went untreated for years because they were waiting for their turn in rotation. He said that although this would be a much less expensive routine, it was not feasible. Mr. Lamy said that this process was complicated by the fact that CHIPS reimbursement was received according to a system where monies were based on work done and a limitation as to when work in that area could be submitted for reimbursement again. He said that although he understood that some cuts had to be made to derive a proper budget, there were roads that had been removed from the paving schedule to reduce the budget that were in very bad shape and would not be paved in 2008. Mr. Lamy added that he feared that these roads would be in severe disrepair before they were able to address them.

Mr. Dusek apprised that there had been more notices of claim for damages to cars resulting from pot holes and road disrepair than he had ever seen in his time with the County. He said that he expected to receive

contact from disgruntled citizens as the County's insurance carrier NYMIR (New York Municipal Insurance Reciprocal) routinely denied payment for these claims because formal written notice of these conditions were required. Mr. Dusek explained that although there was usually verbal notice, rarely was a formal written notice submitted, making the claims void. He said that he had seen some significant damages to vehicles resultant of road conditions, which surprised him.

Discussion ensued.

Motion was made by Mr. Bentley, seconded by Mr. Tessier and carried unanimously to approve the 2008 paving costs as presented by Mr. Lamy. *A copy of the cost schedule is included in the agenda and is on file with the minutes.*

Resuming the agenda review, Mr. Lamy advised that page 12 included a request to amend the County Budget to increase estimated revenues and appropriations in the amount of \$12,894 to reflect the receipt of an insurance settlement for a 2008 Ford F350 truck, allowing for its replacement.

Motion was made by Mr. Champagne, seconded by Mr. Haskell and carried unanimously to amend the County Budget in the amount of \$12,894 as outlined above and refer same to the Finance Committee. *A copy of the request is on file with the minutes.*

Mr. Lamy stated that on page 15 of the agenda he had included a request for a new contract with Kingsbury Sweeping Co. He explained that this was a routine procedure which included the equipment and operator for road sweeping at a cost not to exceed \$5,320.

Motion was made by Mr. Bentley, seconded by Mr. Goodspeed and carried unanimously to approve the request for a new contract with Kingsbury Sweeping Co. for road sweeping services for the term commencing May 16, 2008 and terminating December 31, 2008 at a cost not to exceed \$5320 and the necessary resolution was authorized for the May 16th Board meeting. *A copy of the request is on file with the minutes.*

Mr. Belden instructed Mr. Lamy to develop an invoice for the sweeping services and to submit it to the Lake George Watershed Conference for reimbursement of these costs once the work was completed.

A request for a new contract with Highway Rehabilitation Corp. for hot in-place pavement recycling was included on page 17 of the agenda, Mr. Lamy apprised. He advised that the contract was being awarded to the low bidder for the services and the bid specifications were included in the agenda.

Motion was made by Mr. Haskell, seconded by Mr. Goodspeed and carried unanimously to approve the request for a new contract with Highway Rehabilitation Corp. for the term commencing May 16, 2008 and terminating December 31, 2008 for hot in-place pavement recycling, and the necessary resolution was authorized for the May 16th Board meeting. *A copy of the request is on file with the minutes.*

Mr. Lamy directed the Committee to page 19 of the agenda which included a request for a new contract with DeAngelo Brothers Inc. for herbicide application in unreachable areas, particularly along County highway guide rails. He advised that this contract was the result of a bid process and was being awarded to the same contractor that had been used in the prior year.

Motion was made by Mr. Goodspeed, seconded by Mr. Taylor and carried unanimously to approve the request for a new contract with DeAngelo Brothers Inc. as outlined above and the necessary resolution was authorized for the May 16th Board meeting. *A copy of the request is on file with the minutes.*

Mr. Lamy explained that the next two agenda items listed pertained to contract renewals and had been included pursuant to the direction of the County Purchasing Agent. He advised that the first request was included on page 21 for the extension of a contract for generator maintenance for various County locations, as well as the Sheriff's Office. Mr. Lamy stated that as per the County Purchasing Agent the contract included an extension clause allowing it to be extended for an additional year. Therefore, he noted, Committee authorization was necessary to renew the contract with World Wide Power Corp. for the term commencing April 16, 2008 and terminating April 15, 2009, although a resolution was not necessary.

Motion was made by Mr. Haskell, seconded by Mr. Tessier and carried unanimously to authorize the renewal of the contract with World Wide Power Corp. for the term commencing April 16, 2008 and terminating April 15, 2009 as outlined above.

The second request for contract renewal, Mr. Lamy advised, was included on page 28 and pertained to culvert cleaner/catch basin vacuum equipment rental from Glen Dwyer. Once again, Mr. Lamy explained that this request was being made at the direction of the County Purchasing Agent to authorize the approval of the extension clause included in the original contract for the term commencing May 13, 2008 and terminating May 12, 2009 and required no resolution.

Motion was made by Mr. Taylor, seconded by Mr. Goodspeed and carried unanimously to approve the request to renew the contract with Glen Dwyer for culvert cleaner/catch basin vacuum equipment rental for the term commencing May 13, 2008 and terminating May 12, 2009.

Mr. Belden directed Mr. Lamy to submit the costs of this contract to the Lake George Watershed Conference also.

Mr. Lamy stated that the next portion of the agenda pertained to Capital Projects and he asked Jeffrey Tennyson, Deputy Superintendent of Engineering, to address these items. Mr. Tennyson directed the Committee to page 30 of the agenda which reflected a request to amend the existing NYSDOT grant for the Beach Road Reconstruction Project as additional Marchiselli funds in the amount of \$19,050 had been received.

Motion was made by Mr. Haskell, seconded by Mr. Goodspeed and carried unanimously to approve the request to amend the existing NYSDOT grant for the Beach Road Reconstruction Project as outlined above and refer same to the Finance Committee. *A copy of the request is on file with the minutes.*

Referring to documentation beginning on page 35 of the agenda, Mr. Tennyson advised that Committee action was also necessary to increase the Beach Road Reconstruction, Capital Project No. H277.9550 280, to reflect the receipt of additional Marchiselli funds.

Motion was made by Mr. Haskell, seconded by Mr. Goodspeed and carried unanimously to increase the Beach Road Reconstruction, Capital Project No. H277.9550 280, in the amount of \$19,050 to reflect the

receipt of NYSDOT Marchiselli grant funds and refer same to the Finance Committee. *A copy of the request is on file with the minutes.*

Mr. Tennyson apprised that page 36 of the agenda reflected a request for a resolution adopting the "Determination of Findings" relative to the Corinth Road Reconstruction EDPL (Eminent Domain Proceedings Law) hearing. He explained that the EDPL public hearing had been conducted on March 19, 2008 and a resolution was necessary to state the County's subsequent "Determination of Findings". Mr. Tennyson added that an updated copy of the draft resolution developed in 2002 was included in the agenda. He reminded the Committee that although the County had gone through this process in 2002, they were required to do it again in light of changing laws. Mr. Tennyson advised that once the resolution was adopted, it would have to be published prior to June 19, 2008 in order to meet the 90-day deadline imposed by the EDPL proceedings.

Motion was made by Mr. Haskell, seconded by Mr. Bentley and carried unanimously to approve the request to adopt the "Determination of Findings" relative to the Corinth Road Reconstruction EDPL hearing and the necessary resolution was authorized for the May 16th Board meeting. *A copy of the request is on file with the minutes.*

The next agenda item, Mr. Tennyson advised, pertained to a request to increase Capital Project No. H257.9550 280, Padanarum Road Bridge/NW Bay Brook, in the amount of \$14,100, which was included on page 37 of the agenda. He explained that although the project was completed in 2007 there had been a delay in the receipt of grant funding and a transfer of funds from Code D.5110 470, County Road - Maintenance of Roads, was necessary to pay outstanding bills connected to the project. Mr. Tennyson added that once the expected grant funding was received the funds would be transferred back.

Motion was made by Mr. Goodspeed, seconded by Mr. Tessier and carried unanimously to approve the request to increase Capital Project No. H.257.9550 280, Padanarum Road Bridge/NW Bay Brook, in the amount of \$14,100 as outlined above and refer same to the Finance Committee. *A copy of the request is on file with the minutes.*

Mr. Tennyson announced that page 38 of the agenda reflected a request to amend the existing contract with Arch Bridge Contracting Corporation in the amount of \$15,261.84. He explained that these costs would be incorporated in the final NYSDOT Master Agreement for Capital Project No. H.257.9550 280, Padanarum Road Bridge/NW Bay Brook, and would be covered by NYSDOT grant funds. Mr. Tennyson stated that the additional expenses were resultant of project and permitting delays which caused idle equipment expenses for the contractor, as well as some additional tree plantings that were required pursuant to removal of trees along the project corridor.

Motion was made by Mr. Bentley, seconded by Mr. Taylor and carried unanimously to approve the request to amend the existing contract with Arch Bridge Contracting Corporation in the amount of \$15,261.84 and the necessary resolution was authorized for the May 16th Board meeting. *A copy of the request is on file with the minutes.*

Proceeding to the next agenda item, Mr. Tennyson directed the Committee to page 41 of the agenda, which included a request to authorize the conveyance of County owned real property. He reminded the Committee

that during a prior meeting they had been notified of a resident request for purchase of County owned ROW (Right of Way) located in the Town of Horicon along the Schroon River. Mr. Tennyson advised that in working with the interested party they had developed an agreement on the modifications that would be required through the transfer of property to maintain safety of the road and protect the County's interests concerning future maintenance of the road and the bridge located adjacent to the parcel. He said that they had determined that there was a portion of the ROW considered to be excess and from the DPW standpoint they were agreeable to the property transfer. Mr. Tennyson advised that he had contacted Michael Swan, Director of Real Property Tax Services, who had completed an appraisal of the property, valuing it at \$22,000, a copy of which is included in the agenda. He said that the request would allow Mr. Dusek and his staff to begin the negotiation process with the prospective buyer to develop a final agreement on the transfer of property.

When asked for his opinion on the process, Mr. Dusek stated that it appeared that all of the appropriate steps had been followed in order to set up the transfer.

Motion was made by Mr. Goodspeed, seconded by Mr. Bentley and carried unanimously to approve the request for conveyance of property identified as Glendale Rd. (CR62) County ROW (0.426 acres) adjacent to Tax Map Parcel 53.-3-1 for a price of \$22,000 to Angela R. Van De Mark in agreement with EZ Marine and Storage, and refer same to the Finance Committee. *A copy of the request is on file with the minutes.*

In response to Committee direction given at a prior meeting, Mr. Tennyson advised that a cost estimate for the addition of a turning lane at the intersection of NY State Route 28 and County Route 29, Peaceful Valley Road, had been derived and was included on page 43 of the agenda. He reminded the Committee that the direction had been given subsequent to a request from the operators of Gore Mountain for the turning lane. Mr. Tennyson apprised that he and his staff had reviewed the necessities for the addition and estimated a budget for the project of approximately \$35,000. This cost would include the use of DPW engineering and construction for the addition of the lane and subcontracting of services that could not be completed by DPW crews, such as striping and guide rail additions, he added. Mr. Tennyson stated that they were unsure as to whether this work could be incorporated into the current 2008 work schedule or their budget, but noted that they would keep track of ongoing projects to determine if leftover time and money from other jobs could be applied to this project in order to complete it within 2008.

In addition to the option stated by Mr. Tennyson, Mr. Lamy suggested that they could allocate the necessary funds for the project from the additional monies received in CHIPS funding. He said that there was an unfunded road project code available within the budget that they could transfer funds from the CHIPS funding into for the project.

Subsequent to Mr. Belden's suggestion, it was the consensus of the Committee that the addition of the turning lane on Peaceful Valley Road should be completed in 2008 if it could be done with no impact to the existing Budget.

Motion was made by Mr. Stec, seconded by Mr. Haskell and carried unanimously to direct Mr. Lamy to proceed with the addition of a turning lane on Peaceful Valley Road, if the project could be completed with no impact to the existing 2008 Budget.

Moving to the next agenda item, Mr. Lamy apprised that he had met with Bud York, Sheriff and Robert Swan, Undersheriff, to discuss the potential of the Sheriff's patrol vehicles being serviced at the Warrensburg DPW shop. He explained Sheriff York had been working to reduce his Department's automotive budget and had determined that using the DPW Shop for maintenance of their vehicles might be a way of doing so. Mr. Lamy said that he had discussed this possibility with the foreman of the Maintenance Shop who had advised that they had only recently attained the appropriate staffing which allowed them to service all of the vehicles under the DPW umbrella, as well as the remaining County fleet vehicles, and additional staff would be required if they agreed to this arrangement as one mechanic would be devoted solely to working on Sheriff's vehicles.

Mr. Lamy reminded the Committee that past Sheriff's had attempted to secure service for their vehicles in this manner previously and in none of those cases had the results been satisfactory to any party. He said that both of the previous Sheriffs had stated that the DPW service of their patrol vehicles had been too slow, while both previous DPW Superintendents had claimed that the service was too costly. Mr. Lamy advised that because neither himself nor Sheriff York had previously experienced these issues they were willing to discuss the arrangement in an effort to make it work. Regarding the prior complaints that the Sheriff's patrol vehicles were not serviced quickly enough, Mr. Lamy suggested that a priority list for service of vehicles be developed to avoid these issues in the future.

In addition to mechanic staff, Mr. Lamy stated that they would need to increase funding allocated to the DPW parts budget to account for the repair of additional vehicles. Mr. Lamy noted that because the Sheriff's patrol cars were generally high mileage vehicles, they required more frequent oil changes, as well as replacement of expendable parts, such as tires and brakes, than other County fleet vehicles and this needed to be taken into account for budget purposes. Mr. Lamy reiterated that while he and his staff were willing to attempt this arrangement, staffing and budget concerns would have to be addressed.

Mr. Belden apprised that he had spoken with Sheriff York regarding this matter and he had advised that prior to making any decisions they would require more information in the form of costs for the change and the addition of staff versus the current costs incurred. He added that whatever the costs, they would have to be charged back to the Sheriff's Office.

Mr. Lamy noted that \$25 was currently being charged for oil changes; however, he said, the Warrensburg DPW Shop was located 12.5 miles from the Public Safety Building where the Sheriff's vehicles were housed, which was further than the private company currently used for such services. He said that the Sheriff's Office had the ability to cycle their vehicles to alternate locations and might be able to place those requiring maintenance at the Sheriff's substation located at the Warrensburg DPW shop to accommodate the services required.

Mr. Lamy apprised that Sheriff York had also requested that wrecker service be provided by the DPW for Sheriff fleet vehicles. He advised that he had no issue with this service being provided during normal business hours; however, he said, if assistance was required after hours a minimum of three hours overtime had to be paid to the responding employee and additional costs for fuel would also be incurred. Mr. Lamy stated that a fee needed to be set for these services as the costs were extracted directly from his budget with no cost to the party receiving assistance. He said that while DPW wrecker service was certainly less expensive than it would be from a commercial provider, some restitution had to be made as his Department

could not continue to assume the financial responsibility of these costs.

Mr. Payne suggested that it would be less expensive to perform oil changes for both the Sheriff's vehicles, as well as fleet vehicles housed at the Municipal Center in the garage located at the Public Safety Building and Mr. Lamy replied that this was not possible as the garage floor was not substantial enough to support the use of a vehicle lift.

Subsequent to discussion on the matter, it was the consensus of the Committee that further review of this issue should be postponed until sufficient cost information was received regarding the matter.

Mr. Lamy advised that a labor rate of \$15 per hour was currently being charged for any vehicles serviced at the Warrensburg DPW Shop and in order to cover the maintenance costs, that fee needed to be raised to \$18 per hour. He said that this was still a substantial savings from what would be charged by a private garage.

Consensus of the Committee was to approve the request to increase the hourly fee charged for maintenance at the Warrensburg DPW Shop to \$18.

Resuming the agenda review, Mr. Lamy apprised that the next item listed referred to the Gaslight Village property. He explained that both he and Mr. Belden had been participating in a group that included representatives of the Town and Village of Lake George. He said that during those meetings he had been asked to secure a number of the buildings located on the property; therefore, he advised, DPW staff would become more involved with the property and would be boarding up windows. Mr. Lamy stated that there were some items on the property that had to be disposed of and he could foresee those responsibilities being relegated to himself. He suggested that a Capital Project be set up and funded to cover the costs of these efforts as funding for this project was not available within the existing DPW budget. Mr. Lamy advised that in discussing the matter with Mr. Belden, they had decided that the issue should be addressed with the Committee to determine how some of the responsibilities related to the Gaslight Village property would be funded.

Mr. Belden stated that although he had no specific indication of what the buildings located on the property contained, it was his feeling that there were some contents that could be auctioned off and the funds placed in a Capital Project to address these issues. Mr. Monroe advised that Robert Blais, Mayor of the Village of Lake George, intended to use the property for parking during summer events and any monies received for should be used to cover costs associated with the property.

Mr. Lamy directed the Committee to page 44 of the agenda which included a request to close Capital Project No. H233.9550 280, Cooling Tower Replacement, and return the funds therein to the General Fund.

Motion was made by Mr. Haskell, seconded by Mr. Champagne and carried unanimously to approve the request to close Capital Project No. H233.9550 280, Cooling Tower Replacement, and return the remaining funds to the General Fund, and refer same to the Finance Committee. *A copy of the request is on file with the minutes.*

Mr. Lamy advised that on page 45 of the agenda he had included a copy of a letter received from the Cystic

Fibrosis Foundation stating that they would be holding a fundraising walk on May 31st which would take place on West Mountain Road. He said that both the Town of Queensbury and the Sheriff's Office had also received copies of this letter and the information was being presented for the Committee's information in the event that they received contact on the matter from the public.

Concluding the agenda review, Mr. Lamy proceeded with a review of the items pending from prior Committee meetings, which he detailed as follows:

1. Regarding the Corinth Road Reconstruction Project, Mr. Lamy advised that they continued to work on acquisition of ROW along the Project route;
2. Budget Performance Report - this item was not addressed as the Report is presented at the end of each quarter;
3. Mr. Lamy stated that he had no update on the impact to the County from the Queensbury Avenue sanitary sewer district rate increase;
4. Because no response on the matter had been received from NYSDEC (New York State Department of Environmental Conservation), Mr. Lamy advised that he had no update for the Committee on the costs and time that would be associated with the work requested by NYSDEC at Scaroon Manor;
5. Mr. Tennyson addressed the costs associated with the addition of a turning lane on Peaceful Valley Road earlier in the meeting.

Mr. Belden stated that in an effort to reduce overtime within the DPW, he had spoken with Mr. Dusek with regards to the possibility of reducing snowplowing crews to one man per truck. In addition, he said, the implementation of two separate shifts during winter months would eliminate a considerable amount of overtime as crews working after the traditional day shift would be paid regular time. Mr. Belden asked Mr. Dusek if he had made contact with the representatives from CSEA regarding these issues and Mr. Dusek replied that a meeting had been scheduled for the following week.

Mr. Lamy stated that he had discussed this matter with his staff, who were unhappy with the suggestion. He pointed out that the plowing staff consisted of 22 people, manning 11 plow trucks and he wanted the Committee to be aware that they would actually only be reducing overtime for this number of employees. Mr. Lamy stated that the new tandem trucks being ordered were equipped for a one man plowing crew, while the older trucks would be changed to account for this. He said that they would also be sending all of the plowing staff for training on a one man plowing.

Mr. Belden stated that both the Town of Hague and the Town of Queensbury had changed to one man plowing crews and had saved a considerable amount of money in doing so. Mr. Haskell stated that while he was sure many County roads could be plowed with a one man crew, for safety reasons he suggested that each road be evaluated to determine which should retain a two man crew. Mr. Tessier agreed with Mr. Haskell's suggestion and he added that implementation of a one man plowing crew was not responsible in all cases.

Mr. Monroe advised that Stephen Lynch, Inter-County Solid Waste Coordinator, had drafted an RFP (Request for Proposal) to determine the level of interest in the purchase of the Hartford Landfill. He said that he felt that they should move as quickly as possible to release the RFP, pending the approval of the County Attorney.

Motion was made by Mr. Goodspeed, seconded by Mr. Stec and carried unanimously to approve the RFP prepared by Mr. Lynch for the sale of the Hartford Landfill, contingent upon County Attorney approval.

As there was no further DPW business to present, Mr. Belden directed Mr. Lamy to begin the Warren County Sewer portion of the Committee meeting. Mr. Lamy distributed copies of the Sewer agenda, a copy of which is on file with the minutes.

Mr. Lamy advised that the agenda included a copy of the letter received from United States Environmental Protection Agency authorizing the County to advertise bidding for construction of the Town of Hague Sewer District No. 2 Wastewater Collection and Conveyance System in connection with the Lake George Basin Sewer Project. He apprised that the Town of Hague had been working with the NYSEFC (New York State Environmental Facilities Corporation) to secure low interest loans to pay for their Local Share of the project, which he estimated to be \$650,000. Mr. Lamy stated that a copy of the necessary NYSEFC application was included in the agenda and the completed application would be mailed within the week. He said that they had also been working on the easements necessary for the project, some of which they had been forced to revisit in order to satisfy property owners. Mr. Lamy added that they were very close to securing all of the easements necessary for the project.

Because he had been unable to locate a resolution authorizing an inter-municipal agreement between the County and the Town of Hague for the construction phase of the Wastewater Collection and Conveyance System included in the Lake George Basin Sewer Project, Mr. Lamy advised that it might be prudent for the Committee to approve such a resolution in the event that it had not been done previously.

Motion was made by Mr. Champagne, seconded by Mr. Tessier and carried unanimously to authorize an inter-municipal agreement between the County and the Town of Hague for the construction phase of the Town of Hague Sewer District No. 2 Wastewater Collection and Conveyance System and the necessary resolution was authorized for the May 16th Board meeting. *(Note: Subsequent to the meeting it was determined that Resolution No. 170 of 2001 authorized an inter-municipal agreement with the Town of Hague for the Lake George Basin Sewer Project.)*

Mr. Lamy advised that the agenda also included a request to extend the existing contract with Clough, Harbour & Associates (CHA) in the amount of \$44,464.65 in relation to Capital Project No. H166.9550 280, Lake George Basin Sewer. He noted that the agenda included a copy of the letter received from CHA outlining the reasons for the increase, which included revisions to easements, modifications to satisfy NYSDOT and adjustments to labor rates in light of the delays in bringing the Project to the construction phase. Mr. Lamy stated that a \$3,000 contingency had also been included for CHA work hours necessary to support NYSEFC funding, which he thought might not be needed as he had done a large portion of this work himself in connection with the Town of Hague.

Mr. Lamy stated that there was an agreement in place with the Town of Hague stating that no further County funds would be contributed to this project and that the additional funds would be absorbed by the Town. However, he noted, there were funds available in the existing Capital Project to cover these costs as approximately \$21,000 had been saved by not purchasing an easement that had been deemed unnecessary. Mr. Lamy noted that since he began his tenure as Superintendent he had not been billing as much of his time to the Sewer Project as he had in his previous title when he had been working on the

project on a full-time basis, leading to additional savings.

Mr. Goodspeed asked if payment of these additional contract costs would have any impact on the 2008 Budget and Mr. Lamy replied in the negative, adding that the costs would be covered by savings in other areas of the Project.

Discussion ensued with respect to the matter.

Motion was made by Mr. Goodspeed, seconded by Mr. Champagne and carried unanimously to approve the request to extend the contract with Clough, Harbour & Associates in the amount of \$44,464.65 as outlined above and the necessary resolution was authorized for the May 16th Board meeting. *A copy of the request is on file with the minutes.*

As there was no further business to come before the Public Works Committee, on motion made by Mr. Champagne and seconded by Mr. Stec, Mr. Belden adjourned the meeting at 12:50 p.m.

Respectfully submitted,
Amanda Allen, Sr. Legislative Office Specialist